

SOLICITATION FOR OFFERS

UNITED STATES DEPARTMENT OF COMMERCE

NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION

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The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. The National Oceanic and Atmospheric Administration (NOAA) / Government is interested in leasing 31,100 rentable square feet ("RSF") of office, warehouse and related space to yield 17,100 rsf of office space and 14,000 rsf of warehouse and related space. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).

***Additionally, sites located more than 50 miles from 7600 Sand Point Way NE, Seattle, WA must provide an additional 4,875 rentable square feet of warehouse and related space for a total of 10,275 rsf (5,400 + 4,875); and sites located more than 100 miles from 7600 Sand Point Way NE, Seattle, WA must provide an additional 9,750 rentable square feet of warehouse space for a total of 15,150 rsf (5,400 + 9750).

- B. The Government requires seventy-five (75) to one hundred (100) on-site reserved parking spaces. Of the seventy-five (75) to one hundred (100) spaces, fifty (50) spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of such parking shall be included as part of the rental consideration. Handicap parking shall be provided by the Lessor in accordance with local code (See Section 6.1).

***Additionally, sites located more than 50 miles from 7600 Sand Point Way NE, Seattle, WA must provide 50 additional parking spaces to be secured and lit in accordance with the Security Section of this Solicitation. The cost of the additional parking shall also be included as part of the rental consideration.

- C. The Government requires 1,560 useable linear feet of large ship pier space, 400 useable linear feet of small boat pier space, and 20,000 square feet of exterior equipment laydown space; these features will be further defined in the Solicitation. The cost of these features shall be included as part of the rental consideration.

***Additionally, sites located more than 10 driving miles from 7600 Sand Point Way NE, Seattle, WA must provide 10,000 square feet of outdoor storage space. This space may be provided on-site or within 10 driving miles of the site. If the storage space is provided off-site the space must be fenced and secured with a pad lock or similar device.

- D. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ANSI BOMA Office Area (ABOA) (see Section 4.1 of this SFO for definition) square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.

- E. Attached to this SFO is a Program of Requirements (POR) describing the multiple uses of the space and additional requirements.

- F. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror is required to provide a test fit layout at the Offeror's expense. The Government will review the test fit for space efficiencies to include, but not limited to, the following:

1. Narrow column spacing;
2. Atriums, light wells, or other areas interrupting contiguous spaces;
3. Extremely long, narrow runs of space;
4. Irregular space configurations; or
5. Other unusual building features.
6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum rentable square feet allowed in this SFO. If the Offeror is already providing the maximum rentable square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
Note that the Government has the right to make design changes to the Lessor's test fit following award and during the development of design intent drawings.

- G. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.

- H. As part of this space requirement, the Government will require use of the building roof, at no cost to the Government, for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO.

- I. Approximately 250 square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

1.2 UNIQUE REQUIREMENTS (AUG 2008)

The offered building and/or location must be able to accommodate the following features:

- A. Projects of 10,000 RSF and above must meet the requirements of LEED®-NC (Leadership in Energy and Environmental Design for New Construction) Silver level (minimum). The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve SILVER certification, Lessor must refer to the latest version at the time of submittal of LEED®-NC Reference Guide at <http://www.leedbuilding.org>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease.
- B. If the Lessor fails to achieve LEED® certification within 12 months of project occupancy, the Government may assist the lessor in implementing a corrective action program to achieve a LEED® certification and deduct its costs (including administrative costs) from the rent.

C. PIER REQUIREMENTS

1. Pier width must be a minimum of 20 usable linear feet, though piers with widths of 30 to 35 usable linear feet are preferred.
2. There must be a minimum of 168 linear feet (at the entrance) between piers though more than 250 linear feet is preferred.
3. There must be a minimum of 105 linear feet between a pier and any fixed obstruction; including, but not limited to, houseboats and shorelines parallel to berths. Though 105 linear feet is the minimum requirement for distance between piers and fixed obstructions, 126 linear feet or more is preferred.
4. Pier load capacity must be equal to or greater than 500 pounds live load per square foot (psf) for all berths. A report showing the pier load capacity, at no cost to the Government, by a registered professional engineer is required. Calculations and structural drawings may also be required.
5. NOAA must be able to perform dockside/topside maintenance and repair at the site at all times. This includes, but is not limited to, inside and outside hotwork, abrasive blasting and other inside and outside abrasive activities.
6. NOAA must be the sole occupant of the pier to avoid conflicts with other vessels.
7. The offered piers must be managed solely by NOAA.
8. Other pier requirements including, but not limited to, utilities are contained in the Program of Requirements (POR) attached hereto.

D. NAUTICAL SITE ACCESS

1. The main access channel (from sea buoy to pier) and berthing depth must be maintained at a minimum of 24 feet at MLLW (mean low low water) / LOWL (lowest observed water level).
2. The main access channel (from sea buoy to pier) must have a minimum width of 100 linear feet; though this is the minimum, a width of 147 linear feet is preferred. This distance does not apply to narrowing of the channel under bridges, through locks, cuts, etc.
3. The turning basin must provide a depth of 24 feet at MLLW / LOWL and a radius of 329 feet with the use of a turning buoy or 548 feet without the use of a turning buoy.
4. The site and access channel must provide adequate air draft (vertical clearance under structures) at all tides. The minimum clearance required is 102 feet for all fixed obstructions. Note that this requirement does not apply to drawbridges.

1.3 LEASE TERM (SEP 2000)

The lease term is for up to 20 years and it is NOAA's intention to make an award based upon an operating lease. All of the terms and conditions contained herein shall prevail throughout the term of the lease.

1.4 OFFER DUE DATE (AUG 2008)

Offers are due by January 21, 2009 at 4:00 pm Eastern Standard Time and shall remain open until lease award.

1.5 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See Security Requirements for additional information.

1.6 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration, with the exception that the cost of **water, sewer, phone, cable, electrical, gas, steam, and janitorial services** as determined by NOAA shall be contracted with / paid directly to each provider by the Government. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations. Contact information for the onsite building superintendent or locally designated representative shall be provided to the Contracting Officer within 30 days of award.

1.7 AREA OF CONSIDERATION (AUG 2008)

The site shall be located within the following area:

Harbors in the greater Puget Sound area, including U.S. waterside properties North to Bellingham, West to Port Angeles, South to the Columbia River, including Astoria, Oregon, along the Oregon coast to Newport, Oregon and Southeast to Portland, Oregon on the Willamette River make up the delineated area.

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

1.8 LOCATION: INSIDE OR OUTSIDE CITY CENTER (AUG 2008)

A. CITY CENTER NEIGHBORHOOD:

1. *Facilities:* Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. *Parking:* The parking-to-square-foot ratio shall be in accordance with the parking requirements outlined in Section 1.1 of this Solicitation. Handicap parking shall be provided by the Lessor in accordance with local code.
3. *Location Amenities:* A variety of inexpensive or moderately priced fast food and/or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding two driving miles of the offered building, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall also be located within the immediate vicinity of the building, but generally not exceeding two driving miles of the offered building, as determined by the contracting officer.
4. *Public Transportation:* Two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding one driving mile, as determined by the contracting officer. Alternatively a commuter rail or light rail shall be located within the immediate vicinity of the building, but generally not exceeding two driving miles, as determined by the contracting officer.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. *Facilities:* Space shall be located 1) in an office, research, technology, or business/light industrial park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
2. *Parking:* The parking-to-square-foot ratio shall be in accordance with the parking requirements outlined in Section 1.1 of this Solicitation. Handicap parking shall be provided by the Lessor in accordance with local code.
3. *Location Amenities:* Adequate eating facilities shall be located within the immediate vicinity of the building, but generally not exceeding two driving miles, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not exceeding two driving miles, as determined by the contracting officer.
4. SUBMITTAL REQUIREMENT:
The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

1.9 OCCUPANCY DATE (AUG 2008)

- A. Occupancy is required by May 1, 2011.

1.10 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the NOAA Contracting Officer (or the NOAA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. NOAA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

1.11 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The office space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The remaining buildings shall be compatible with their surroundings. Overall, all buildings shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The buildings shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

1.12 BUILDING SHELL REQUIREMENTS (AUG 2008)

- A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

The building shell requirements outlined herein this Section and as may be further defined elsewhere in this SFO typically describe general office and related space. Because the space requirement of the SFO covers multiple space uses such as administrative, warehouse, boat shed, laboratory space, shop space, data space, and piers/berthing spaces, the building shell requirements may vary pursuant to each use. Attached to this SFO is a Program of Requirements (POR) for the different uses. Offeror must use the building shell requirements in this Section as a baseline and cross reference each use with the applicable POR in the event a building shell requirement is amended. The POR will also note specific items that are considered Tenant Improvement (TI). In the event of a conflict between the POR and the SFO, the POR shall prevail.

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.

7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers (including lateral and vertical runs), installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings, including any demolition to existing areas that are necessary to meet SFO requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
14. *Requirements of Modernization.* All offeror's (including the existing 1801 Fairview Avenue East Property) must meet all of the requirements of the SFO, including all security requirements outlined in Section 10.0 of this SFO. During modernization, if the 1801 Fairview Avenue East Property is the successful Offeror they will be responsible for providing and paying for swing space (temporary alternate space) and all costs of moving to and from the swing space, equal in size and utility to the amount of space vacated from time to time in the 1801 Fairview Avenue East Property ("Swing Space").
15. All of the above improvements are described in more detail hereinafter in this solicitation.
16. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

1.13 LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: [HTTP://WWW.ARNET.GOV/FAR/](http://WWW.ARNET.GOV/FAR/)

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

2.0 AWARD FACTORS AND PRICE EVALUATION

2.1 OTHER AWARD FACTORS (AUG 2008)

- A. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government.
- B. The combination of factors below are significantly more important than price.

Factor "A" Location of Site

Subfactors

1. Site Compatibility
2. Proximity to Shipping Route
3. Proximity to NOAA Western Regional Center
4. Proximity to "for-hire" Labor
5. Access to Fire Protection
6. Proximity to Emergency Medical Facility
7. Access to Fuel
8. Access to Airport
9. Access to Public Transportation
10. Proximity to Shipyard/Dry Dock
11. Physical Barriers
12. Access to Solid Waste Removal

Factor "B" Site Configuration and Management

Subfactors

1. Site Configuration
2. Site Protection
3. Environmental Concerns and Natural Areas
4. Tidal Range and Water Characteristics
5. Unscheduled Port Closures
6. Frequency of Dredging

Factor "C" Availability

1. Delivery Timeline

Factor "D" Past Performance and Project Financing

Subfactors

1. Key Personnel
2. Past Performance
3. Evidence of Capability to Perform

Factor "E" Quality of Life

Subfactors

1. Housing Availability
2. Schools
3. Proximity to Hotels, Motels, Food, and Recreational Facilities
4. Proximity to Medical/Dental
5. Proximity to Business District

The importance of the following factors is as follows:

Factors "A" and "B" are of equal importance and are significantly more important than Factors "C", "D" and "E"; Factor "C" and Factor "D" are of equal importance and more important than Factor "E".

The importance of the subfactors within Factor A (Location of Site) is as follows: individual subfactor 1 is more important than Individual subfactors 2-12; individual subfactors 2-6 are of equal importance and are more important than the individual subfactors 7-12; and individual subfactors 7-12 are of equal importance.

The importance of the subfactors within Factor B (Site Configuration & Management) is as follows: the individual subfactors 1-2 are of equal importance and are more important than individual subfactors 3-6; individual subfactors 3-5 are of equal importance and are more important than the individual subfactor 6.

The importance of the subfactors within Factor D (Past Performance & Key Personnel) is as follows: individual subfactors 1-3 are of equal importance.

The importance of the subfactors within Factor E (Quality of Life) is as follows: individual subfactors 1-3 are of equal importance and are more important than individual subfactors 4-5; and individual subfactors 4-5 are of equal importance.

- C. The following is a description of the award factor(s) listed above:

FACTOR "A" - LOCATION OF SITE

1. **Site Compatibility**
The Offeror shall provide a comprehensive list of all adjacent land uses and activity levels of adjacent piers. Identify the distance of adjacent piers to the offered pier and the activity level of all adjacent piers. A map identifying the proposed site and the uses of adjacent sites (both pier and land) is preferred.
2. **Proximity to Shipping Route**
The Offeror shall provide a descriptive narrative and/or a map identifying a navigable route from the offered site to the Pacific Ocean and from the offered site to inland shipping routes east of Vancouver Island. The narrative and/or map should also identify the distance from the offered site to the Pacific Ocean, and Vancouver, Island in nautical miles.
3. **Proximity to NOAA Western Regional Center**
The Offeror shall provide the distance, in drivable miles, from the offered site to 7600 Sand Point Way, NE Seattle, WA 98115.
4. **Proximity to "for-hire" Labor**
The Offeror shall identify the availability of labor in close proximity to the site. Offers shall include the distance, in drivable miles, to the following labor categories: 1) full service ship repair contractors 2) marine electricians 3) ship fitters 4) riggers 5) marine welders 6) pipe fitters 7) sheet metal mechanics 8) machinist 9) insulators 10) HVAC mechanics 11) marine navigation and communication system specialist 12) electrical motor specialist 13) marine electronic systems specialist.
5. **Access to Fire Protection**
The Offeror shall identify the distance and/or average response times from the closest fire station to the offered site. Distance and/or response time shall be given for both shoreside and waterside responses.
6. **Proximity to Emergency Medical Facility**
The Offeror shall provide the response time from the offered site to the nearest medical facility. Offers shall include the response time to the nearest Level II trauma center.
7. **Access to Fuel**
The Offeror shall provide the distance, in nautical miles, from the offered site to the nearest fueling terminal. The offer shall include the distance from the offered site to the nearest Government (U.S. Coast Guard or U.S. Navy) fueling terminal. In addition Offeror shall state whether fueling barges are permitted to the docks and whether fueling trucks may use the pier for fueling purposes.
8. **Access to Airport**
The Offeror shall provide the distance, in drivable miles, from the offered site to the nearest airport. Offers shall include the distance to both the nearest major airport/cargo hub (examples: SeaTac or Portland International Airport) and regional or local airfield.
9. **Access to Public Transportation**
The Offeror shall identify the distance, in drivable miles, from the offered site to the nearest bus stop, train station, and/or any other form of public transportation.
10. **Proximity to Shipyard/Dry Dock**
The Offeror shall identify the distance, in drivable miles, from the offered site to the two nearest shipyards and/or dry docks.
11. **Physical Barrier**
The Offer shall identify the number of physical barriers including, but not limited to, draw bridges and locks that may affect ships travel times and efficiency.
12. **Access to Solid Waste Removal**
The Offeror shall provide the distance, in drivable miles, from the offered site to the nearest solid waste garbage processing facility, recycling facility, and hazmat collection facility. NOAA should be able to remove and process the following waste at one of the facilities listed above: expired paints, acids, used solvents, oil filters, oily rags, spill response waste, lamps, batteries, mercury, electronic equipment, antifreeze, PCB's, and asbestos.

FACTOR "B" - SITE CONFIGURATION AND MANAGEMENT

1. **Site Configuration**
The Offeror shall provide a site that allows facilities to be un-constrained by adjacent piers/properties and can support all operations in an efficient manner. Offers shall include a drawing depicting the proposed site layout including, but not limited to, all buildings, piers, storage and laydown areas, parking, fence line, and location of all emergency related features such as required fire lanes and hydrants.
2. **Site Protection**
The Offeror shall provide a detailed narrative outlining the berthing areas exposure to wind, waves, strong currents, and tidal surges. If available, the description shall include the offered sites average wind speed, average wave height, and average current. Additionally sites with breakwater structures shall describe their use and configuration.

3. **Environmental Concerns and Natural Areas**

The Offeror shall provide a Phase 1 Environmental Site Assessment per the standards of ASTM E1527-05 as amended. The ESA will be reviewed to determine if the offered site contains any recognized environmental condition (REC'S). Additionally Offeror shall note any natural areas and/or habitats and cultural areas that are located on or within a one-mile radius of the site. Further, if the Offeror knows of existing REC's on the site they are required to provide a detailed remediation plan which include procedures to clean the site and a timeline of such activities.

4. **Tidal Range and Water Characteristics**

The Offeror shall provide the diurnal tidal range for the offered site. Additionally the offer shall include the salinity calculations for the water at the site.

5. **Unscheduled Port Closures**

The Offeror shall provide a list of all unscheduled port closures resulting from severe weather at the offered site within the past three years.

6. **Frequency of Dredging**

The Offeror shall provide a list or schedule of all dredging that has occurred at the offered site in the past three years. In addition, if a schedule of future dredging is available please include it with the offer.

FACTOR "C" - Availability

1. **Availability**

Although Section 1.9 of the SFO states an occupancy date of May 1, 2011, the Government understands that each site is unique and may not be able to provide both the upland facilities and piers by May 1, 2011, or may be able to provide occupancy for all facilities before May 1, 2011. Therefore the Offeror shall provide a detailed schedule which includes, but is not limited to, all tasks outlined in Section 5.13, a kick-off meeting, Design Intent Drawings, Concept Drawings, working drawings, TI price proposals, permits, construction periods for both the piers, upland facilities and TI, commencement of build out, final completion, inspection and certificate of occupancy, acceptance of space, rent commencement and lease commencement. Note that offers with an occupancy date later than December 31, 2012 will not be considered.

FACTOR "D" - PAST PERFORMANCE AND PROJECT FINANCING

1. **Key Personnel**

The Offeror shall include the resumes of all key personnel members. In addition to the resumes, offers shall include five projects in which they served a similar role and five projects of similar size and scope to NOAA's requirement. It is considered advantageous if the key members have worked together on previous projects. Any changes to key personnel team members must be approved by the Contracting Officer.

2. **Past Performance**

The Offeror shall include projects with references relevant to the requirements of this SFO. The projects shall not be older than five years and shall demonstrate conformance to language of the lease, accurate estimates, cost control, schedule adherence, overall customer satisfaction, and adherence to all small business subcontracting goals. Projects of similar size and scope to this requirement are considered advantageous.

3. **Evidence of Capability to Perform**

The Offeror shall provide a plan that fully demonstrates their ability to finance this project. The plan shall include, but not be limited to, a firm commitment of funds, a plan for interest rate fluctuations, debt obligations, equity assumptions, and any project finance savings. If applicable, offers shall also include any financing contingency plans. All financial forms shall be authorized by a bank officer or other legally authorized financial officials.

FACTOR "E" - QUALITY OF LIFE FACTORS

1. **Housing Availability**

The Offeror shall include the name of all counties and/or cities within a twenty mile radius of the offered site.

2. **Schools**

The Offeror shall provide the Washington Assessment of Student Learning (WASL) or Oregon Assessment of Knowledge and Skills (OAKS) standardized test scores for tenth graders in the county/city which the site is located. Results for Washington school districts can be found at: reportcard.ospi.k12.wa.us/ and results for Oregon school districts can be found at: [HTTP://WWW.GREATSCHOOLS.NET/TEST/LANDING.PAGE?STATE=OR&TID=60](http://WWW.GREATSCHOOLS.NET/TEST/LANDING.PAGE?STATE=OR&TID=60). Please note both the state average and the score of the respective district.

3. **Proximity to Hotels/Motels, Food, and Recreation**

The Offeror shall provide a map of the site and all amenities, including hotels, motels, fast food, white tablecloth dining, etc. within two driving miles of the site. Additionally offers shall note all recreational activities/facilities available within thirty driving miles of the site. Two separate maps identifying the site and 1) all amenities within two miles and 2) recreational facilities within thirty miles of the site is preferred.

4. **Proximity to Medical/Dental**

The Offeror shall provide a list of all medical and dental facilities within 30 driving miles of the site. If many medical and dental facilities are located within thirty miles of the site, Offerors do not need to include facilities that provide the same service more than twice. A map identifying the site and all medical/dental facilities within 30 driving miles is preferred.

5. **Proximity to Business District**

The Offeror shall provide the distance in drivable miles from the site to the nearest business district, defined as an area that provides a variety of goods and services. A map identifying the site and nearest business district is preferred.

2.2 SEISMIC SAFETY FOR EXISTING CONSTRUCTION (AUG 2008)

A. DEFINITIONS FOR THE PURPOSE OF THIS PARAGRAPH:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
 2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
 3. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting [HTTP://FIRE.NIST.GOV/BFRLPUBS/BUILD02/PDF/B02006.PDF](http://fire.nist.gov/bfrlpubs/build02/pdf/B02006.pdf)
 4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
 5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation, together with any required attachments.
 6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
 7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
 8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
- B. The Government intends to award a lease to an Offeror of a building and pier that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make the award to the Offeror whose building and pier meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.
- C. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building and pier complies with the Seismic Standards or include a commitment to renovate the building and/or pier to comply with the Seismic Standards prior to delivery of the space.
1. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
 - a. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
 - b. The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
 - c. All cost associated with Seismic Certification is at the Offeror's sole expense.
 2. If the Offeror proposes to renovate the building and/or pier in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building and/or pier to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building and/or conforms to the Seismic Standards prior to delivery of the leased premises to the Government; the leased premises shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.

2.3 RELOCATION ASSISTANCE ACT (MAR 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. Offerors shall incorporate the cost of such assistance into their shell rental rate.
- C. The successful Offeror shall give NOAA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for

which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

2.4 HISTORIC PREFERENCE, GSAR 552.270-2 (SEP 2004)

A. The Government will give preference to offers of space in historic properties following this hierarchy of consideration:

1. Historic properties within historic districts.
2. Non-historic developed and non-historic undeveloped sites within historic districts.
3. Historic properties outside of historic districts.

B. DEFINITIONS:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).
2. Historic district means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.
3. Historic property means any prehistoric or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).
4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of space must meet the terms and conditions of this solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

1. First to suitable historic properties within historic districts, a 10 percent price preference.
2. If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.
3. If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:

1. First to suitable historic properties within historic districts, a 10 percent price preference.
2. If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.
3. If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. An historic property within an historic district.
2. A non-historic developed or undeveloped site within an historic district.
3. An historic property outside of an historic district.

2.5 BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)

The Lessor shall be responsible for paying all real estate commissions due in connection with the award of this Lease. For purposes of this Solicitation, the real estate firm of Public Properties LLC ("Broker") is the authorized real estate broker representing the U.S. Department of Commerce/National Oceanic and Atmospheric Administration ("Government"). A GOVERNMENT CONTRACTING OFFICER MUST REVIEW, APPROVE, AND EXECUTE THE LEASE. The Government expects the Lessor to pay a commission to the Broker.

In the event that a lease agreement is awarded to Lessor by the Government, the Lessor agrees to pay broker a commission ("Commission") to be calculated and paid in accordance with the terms herein this Section. The Commission shall be equal to three percent (3%) of the "Aggregate Lease Value" (as defined below) for the initial firm term of this Lease. The Commission shall be earned upon lease execution as defined in the SFO and shall be paid, without further condition or contingency, (i) seventy-five percent (75%) no later than 15 days following lease award and (ii) twenty-five (25%) no later than 15 days following the earlier of the Government's occupancy of the premises leased (as further outlined in the SFO) or the commencement date of the Lease. The Commission shall be payable to Public Properties LLC, 509 7th Street, NW, 5th Floor, Washington, DC 20004.

The Aggregate Lease Value is defined as the full service rental to be paid by the Government for the initial firm term of the Lease. The Aggregate Lease Value shall include:

(i) the initial full service rental to be paid by the Government on all space leased by the Government, including base rental, base operating costs (excluding any operating costs paid by the Government outside of this lease), base real estate taxes, amortization of any tenant improvement allowance, and

(ii) any fixed annual or other periodic rental bumps and/or fixed annual or other periodic rent escalations.

The Aggregate Lease Value shall not include:

(i) any rental abatement provided to the Government pursuant to the lease other than applicable Commission Credit, and

(ii) any annual rental escalations covering operating expense and/or real estate tax increases during the lease term, and

(iii) any additional amounts paid by the Government for services over and above those furnished by Lessor as a part of this Lease.

Any change in the Aggregate Lease Value following lease award and prior to Government's acceptance of the space (as outlined in a fully executed SLA) caused by the amortization of additional Tenant Improvement allowance, final measurement of space, or additional Lessor services to be provided as a part of this Lease, shall be reflected in the second payment of Commission.

In addition, provided that Broker is representing Government in the negotiations for expansion space (as confirmed by the Government) during the initial term of the lease, Lessor agrees to pay Broker a Commission on any such expansion space leased by the Government.

The Lessor shall also be responsible for paying the cost of the development of the Government's Program of Requirements design criteria ("Programming Services") provided by Public Properties LLC.

In connection with the Programming Services provided and in the event of consummation of a lease agreement between Lessor and Government, Lessor will pay to Public Properties LLC the amount of \$78,370.00. Such fee shall be due and payable, as follows:

One hundred percent (100%) of the fee shall be paid to Public Properties LLC, 509 7th Street, NW, 5th Floor, Washington, DC 20004 no later than (15) calendar days following lease execution between Lessor and Government.

The Lessor's responsibilities to pay the Commission and the Programming Services fee are independent of any other Lessor financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed the Government by the Lessor. However, in the event Lessor shall fail to pay the Commission and/or Programming Services fee owed to Public Properties LLC pursuant to the compensation schedule(s) for each outlined herein, the Government, at the Government's sole option, shall pay the Commission and/or Programming Services fee on behalf of Lessor to Public Properties LLC out of rent payments and/or any lump-sum payments owed or to-be-owed to Lessor for reimbursement(s) of tenant improvement costs or payment(s) for services/work provided by Lessor.

2.6 PRICE EVALUATION (PRESENT VALUE) (AUG 2008)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per

ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

- B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to NOAA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 4.9 percent to yield a gross present value cost (PVC) per square foot.
 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 4.9 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.1 percent compounded annually and discounted annually at 4.9 percent, then added to the net PVC to yield the gross PVC.
 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.1 percent compounded annually and discounted annually at 4.9 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - d. The cost of the Offeror's project development fees associated with Tenant Improvements. The Lessor is required, as part of their offer, to identify fees, if any, for administrative costs, general contractor fees, profit and overhead costs, Offeror's overhead, A/E design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. These fees, expressed as a percentage rate, will be evaluated. The amount of project development fees will be added to the amount of the TI allowance for purposes of price evaluation (for example, if SFO specified TI allowance is \$30.00 / BOMA Office Area Foot, and Lessor fee is 5%, offer will be evaluated using \$31.50 per ABOA). This cost will be discounted annually at 4.9 percent.
 8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

2.7 AWARD (AUG 2008)

- A. After conclusion of negotiations, the Successful Offeror and the NOAA Contracting Officer will execute a lease prepared by NOAA, which incorporates the agreement of the parties. The lease shall consist of the following:
1. U.S. Government Lease for Real Property (SF2),
 2. General Clauses,
 3. Representations and Certifications,
 4. The provisions of the offer,
 5. The provisions of the SFO and POR, and

6. Floor plans of the offered space, site plan including, but not limited to, all buildings, piers, storage and laydown areas, parking, fence line, and location of all emergency related features such as required fire lanes and hydrants.
- B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

3.1 OFFER PROCEDURES (AUG 2008)

- A. Offerors shall submit **TWO ORIGINAL AND TWO COPIES OF THE OFFER PACKAGE (the official offer)**, including all required documents, to the authorized real estate broker of the National Oceanic and Atmospheric Administration (NOAA) at the address below. Documents must be properly executed and submitted no later than 4:00 pm Eastern Standard Time of the offer due date.

Public Properties LLC
Attention: Brad Seifert or Ben Butler
509 7th Street, NW
Fifth Floor
Washington, DC 20004
Office Phone: 202-654-7024/202-654-7022

1. In addition, **SIX COPIES** of the offer, including all required documents, shall be sent to NOAA's Contracting Officer named at the following address (**this is not the official offer**):

Western Administration Support Center
Facilities & Logistic Division
Attention: James Barrows
7600 Sand Point Way NE
Seattle, WA 98115-0070
Office Phone: 206-526-6478

B. REQUIRED DOCUMENTS:

In addition to the other submission requirements outlined throughout this SFO, the following is required:

1. Documentation of ownership or control of the property, including all underwater areas, and evidence of signature authority of the party(ies) who will sign any lease documents. If claiming an historic preference in accordance with the Historic Preference paragraph above (GSAR 522.270-2, DEC 2005), Offeror must submit one of the following as documentation that the property is historic or the site of the offered property is within a historic district: a letter from the National Park Service stating that the property is listed in the National Register of Historic Places or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the property is listed in the National Register of Historic Places, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the National Register of Historic Places Identification Number and date of listing available from the National Register of Historic Places Database found at www.nps.gov/nr.
2. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this SFO. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
3. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's authorized representative) should be contacted.
4. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize the protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provisions, 552.270-1, subparagraph (d), Restriction on Disclosure and Use of Data.

3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

- A. The Tenant Improvement Allowance is **\$115.00** per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**
- C. The project tenant improvements shall incorporate any necessary design parameters for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) into the Working Construction Drawings.

In accordance with the "Unique Requirements" paragraph in the SUMMARY section of this SFO, the Lessor must coordinate the requirements to meet LEED®-CI Certified level for the tenant improvements with the building shell requirements.

3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.
5. Notwithstanding the terms of this Section 3.3, following occupancy, the Lessor shall make any remaining Tenant Improvement Allowance, subject to the same amortization rate stated in the signed Lease, available for use of the Government until the end of the second lease year. Any TI monies used following occupancy shall be amortized over the remaining lease term and will be established in a Supplemental Lease Agreement (SLA).

3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008)

A. At the time of submission of offers, the Offeror shall submit to the Contracting Officer:

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
2. GSA Form 1364, Proposal to Lease Space. Complete both pages of the 1364, including, but not limited to:
 - a. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.
 - b. A total lease rate per square foot, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). It is the intent of the Government to lease a building shell with a Tenant Improvements Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - c. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - d. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements Allowance over the firm term of the lease. If the Lessor chooses to amortize the Tenant Improvements for a period of time exceeding the firm term of the lease, the Lessor shall indicate the extended time in the offer.
 - e. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. Such alterations shall be described and identified in the

drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

- f. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.
 - g. A lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs 3, 4, 5, and 6 for the lease.
 - h. A lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
 - i. *Statement of Offeror's Fees for Tenant Improvements.* Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.
 - j. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.
3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the NOAA Tenant Representative broker (expressed in either % or \$).
 4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
 5. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.
 6. GSA Form 3517, General Clauses.
 7. Small Business Subcontracting Plan.
 8. For projects 10,000 RSF and above, a LEED®-NC Silver scorecard documenting the proposed Credits to meet Silver level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the credits proposed on the scorecard will be achieved.
 - a. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:

i. Water Efficiency:	Credit 1.1 Water Use Reduction 50%
ii. Energy & Atmosphere:	Credit 3 Enhanced Commissioning
iii. Materials and Resources:	Credit 5.2 Regional Materials, 20% Manufactured Regionally
iv. Indoor Environmental Quality:	Credit 2 Increased Ventilation
v. Indoor Environmental Quality:	Credit 3.2 Construction IAQ Management Plan, Before Occupancy
vi. Innovation & Design:	Credit 2 LEED® Accredited Professional
 - b. The Lessor must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.
 - c. Note: submittal requirements for the above are now located under the "Green Lease Submittals" paragraph of this SFO.
 9. A LEED®-CI scorecard documenting the proposed credits to meet Silver level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.
 - a. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:

i. Water Efficiency:	Credit 1.2: Water Use Reduction 30%
ii. Energy & Atmosphere:	Credit 1.1 Optimize Performance – Lighting Power
iii. Energy & Atmosphere:	Credit 1.3 Optimize Energy Performance- HVAC
iv. Energy & Atmosphere:	Credit 2: Enhanced Commissioning
v. Materials and Resources:	Credit 5.1: Regional Materials 20% Manufactured Regionally
vi. Indoor Environmental Quality:	Credit 2: Increased Ventilation
vii. Indoor Environmental Quality:	Credit 3.2: Construction IAQ Management Plan, Before Occupancy
viii. Innovation & Design:	Credit 2 LEED® Accredited Professional
 - b. The Lessor must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.

Note: submittal requirements for the above are now located under the "Green Lease Submittals" paragraph of this SFO.

3.5 EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a firm commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
3. Evidence of ownership or control of site.
4. Evidence of capability to complete within the Offeror's schedule any remediation of recognized environmental conditions identified in the Offerors's Phase 1 Environmental Site Assessment per the standards of ASTM E1527-05 as amended. The submission should include any dependent approvals from permitting agencies, dependent funding, and other risk factors that could affect timing of completion of remediation and delivery of the premises to the Government.

B. AFTER AWARD:

Within fifteen (15) days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The name of three proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:

Within seven (7) days after the Contracting Officer issues the Notice to Proceed for Tenant Improvements, the Lessor shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for tenant improvements as described in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of this SFO.
2. Issuance of a building and other local, state, and federal permits for both the buildings and piers covering construction of the improvements.

3.6 BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)

A. AT THE TIME OF INITIAL SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation
2. Seismic Safety Certification in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO (for new construction, this is required upon substantial completion of space, in accordance with the "Seismic Safety for New Construction" paragraph located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).
3. Pre-lease Building Security Plan.
4. Tax Information: Provide the legal description of the property, including upland and submerged land, and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value,, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.
5. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
6. If the offered building is not a modern office building as described in the "Quality and Appearance of Building" paragraph in the SUMMARY section of this SFO, provide the architectural plans for modernization.
7. If the offered building contains asbestos-containing materials, provide an asbestos-related management plan as described in the "Asbestos" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.

8. Plans for Space Offered.

- a. First generation plans of the entire floor or floors for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.
 - b. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within 10 days.
 - c. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
 - d. NOAA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, NOAA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ANSI/BOMA Office Area square footage that the most efficient corridor pattern would have yielded.
 - e. Provide a scaled drawing of the Government's space, site, pier, and adjacency requirements pursuant to the attached POR and requirements outlined in Section 1.2 of this SFO. The drawing shall include, but not be limited to, pier length and width, the distance between piers and other fixed structures, channel depth and width, boat turning basin and property boundaries including submerged land.
9. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this SFO. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.
10. As provided in the "Amount and Type of Space" paragraph in the SUMMARY section of this SFO, advise whether there are existing vending facilities in the offered building which has exclusive rights in the building.
11. In accordance with the "Location: City Center" paragraph in the Summary section of this SFO, provide evidence demonstrating amenities will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the Contracting Officer.
12. In accordance with Section 2.1B – Factor C provide a detailed project schedule.
13. In accordance with Section 2.1B – Factor B.3 provide a completed Phase 1 Environmental Site Assessment Report.
14. For all existing structures offered including, but not limited to, buildings, boat sheds, and piers, that will not be provided by new construction, the Offeror shall provide information regarding the economic useful life. Note that economic useful life of the structures is a component used in the capital versus operating lease analysis (A-11 Circular) conducted by the Government as required by the Office of Management and Budget.

A report outlining the economic useful life of each structure shall be completed by a registered professional engineer and provided in the Initial Offer at no cost to the Government. The report shall take the following major systems and subdivisions into consideration.

<u>Major Systems</u>	<u>Subdivision</u>
Architectural	Roofing and roof insulation Exterior finishes, doors and windows Interior finishes and partitions Structural repairs and improvements
Mechanical	Plumbing and fire suppression Heating, ventilation, fuel storage and controls Chillers and cooling towers

Electrical Service entrance and emergency power
Distribution panels, uninterruptible power supplies, power conditions, and alarm systems
Interior and exterior lighting

In addition, the registered professional engineer should provide the following information for each major structure/system (including piers) and its respective component:

-Year Built/Age/Materials of Structure (wood, concrete, metal prefab, masonry, etc.)

-Completion dates of any prior or planned renovations. Include a summary of the renovation(s) completed or to be completed including any materials used and the cost of such renovations. The Offeror is encouraged to submit all information pertaining to any renovation completed or to be completed that extends the useful life of the structure(s).

B. AFTER AWARD:

1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.
2. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, provide the schedule of periodic services for other than daily, weekly or monthly services.
3. Within 30 days of space acceptance by the Government, the Lessor must submit a copy of their insurance coverage demonstrating full coverage for all improvements, both in water and upland, on the site. Throughout the term of the lease, and any extension thereafter, the Lessor must insure the full value of all facilities on the site. Annually the Lessor shall furnish to the Contracting Officer copies of all insurance records.

3.7 GREEN LEASE SUBMITTALS (AUG 2008)

A. AT THE TIME OF INITIAL SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. The name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
2. A Statement of Energy Performance (for new construction, a statement of projected energy performance) from the Energy Star Portfolio Manager Web site at http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfolio manager. (To create a portfolio manager account, login to <https://www.energystar.gov/istar/pmpam/>.) The Statement of Energy Performance is a summary of the building's energy performance for the previous calendar year (for new construction, projected calendar year 1), and reflects the offered building's Energy Star rating based on its actual energy consumption, facility characteristics (size, occupancy, operation hours, number of computers) and is sealed by a professional engineer.
3. Statement of Energy Performance must reflect building performance within 4 months ending prior to the offer date.

B. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of the SFO.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
6. Construction Waste Management Plan:
Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Contracting Officer, may permit alternative means of disposal.

7. Building Recycling Service Plan:
A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the Contracting Officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" (Dec 2007) paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" (Aug 2008) paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO a written commissioning plan submitted to the Contracting Officer prior to the completion of Design Intent Drawings that includes:
 - a. a schedule of systems commissioning (revised as needed during all construction phases of the project -with such revisions provided to the Contracting Officer immediately) and
 - b. a description of how commissioning requirements will be met and confirmed.
10. At completion of LEED® documentation and receipt of final certification, two electronic copies of all supporting documentation for certification on compact disk.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

C. COMMON AREA FACTOR:

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

4.2 TAX ADJUSTMENT (AUG 2008)

A. Purpose:

This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

B. Definitions:

The following definitions apply to the use of capitalized terms within this paragraph:

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of Government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.
7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.

8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.
- C. Adjustment for Changes in Real Estate Taxes:
1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.
 2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
 3. After commencement of the Lease term, the Lessor shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
 4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
 5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
 6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.
 7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.
 8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.
 9. In order to obtain a Tax Adjustment, the Lessor shall furnish the Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form

3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFECTED.

D. Tax Appeals:

If the Government occupies more than 50% of the Building by virtue of this and any other Government lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

4.3 OPERATING COSTS (AUG 2008)

A. The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

1. Except as excluded per Section 1.6 of this document, beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
2. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
3. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
4. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this solicitation.

4.4 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the lease. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

4.5 NORMAL HOURS

Lessor services, utilities and maintenance to the entire leased premises, including site, parking areas, piers and building, as defined in this SFO shall be provided 24 hours daily, including Saturdays, Sundays, and federal holidays. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

4.6 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (AUG 2008)

- A. The Government shall specify which utilities, if any, are excluded from the rental consideration (See Section 1.6). If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested"

values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.

- B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Submeters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
- C. The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in operation on the effective date of the lease.

4.7 JANITORIAL SERVICES (AUG 2008)

- A. The Government will contract separately for all internal janitorial requirements.
- B. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. Within one week of acceptance of the leased premises the Lessor, or a representative, will meet with the Contracting Officer and a NOAA tenant representative to review and finalize a janitorial schedule. Schedule will include all exterior janitorial and may include other items outlined below.
 - 1. *Daily.* Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
 - 2. *Weekly.* Sweep sidewalks, parking areas, and driveways (weather permitting).
 - 3. *Twice a Year.* Wash all exterior windows and other exterior glass surfaces.
 - 4. *Annually.* Clean balconies, ledges, courts, areaways, and flat roofs.
 - 5. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
 - 6. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.8 SCHEDULE OF PERIODIC SERVICES (DEC 2005)

Within 60 days after occupancy by the Government, the Lessor shall provide to the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

4.9 LANDSCAPE MAINTENANCE (AUG 2008)

- A. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.
- B. See additional information in the "Landscaping" paragraph in the GENERAL ARCHITECTURE section of this solicitation.

4.10 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site, piers, upland structures, and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

4.11 NOVATION AND CHANGE OF NAME (AUG 2008)

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
- C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
- J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.12 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
 2. "IBC" means "International Building Code" (IBC). The IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting [HTTP://WWW.ICCSAFE.ORG](http://www.iccsafe.org).
 3. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment A, together with any required attachments.
- B. The design and construction of new buildings, or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC) by "Substantial Completion".
- C. At the time of "Substantial Completion," the Lessor shall provide a written certificate from an Engineer affirming that the building design and construction conform to the seismic provisions of the latest edition of the International Building Code (IBC).
- D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government.

5.2 FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)

BUILDINGS

- A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.
- B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*.
- C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.
- D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:
1. The building is 2 or more stories in height above the level of exit discharge.
 2. The total calculated occupant load of the building is 300 or more occupants.
 3. The building is subject to 100 or more occupants above or below the level of exit discharge.
- E. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the award date of this SFO) adopted by the jurisdiction in which the building is located. In addition, the emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

PIERS

Offered pier or dock space shall meet or be upgraded to meet the following prior to occupancy:

- A. The applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. The applicable requirements in the National Fire Protection Association NFPA 303, Fire Protection Standard for Marinas and Boatyards. This provides a minimum acceptable level of safety to life and property from fire and electrical hazards at marinas and related facilities, including boatyards, yacht clubs, boat condominiums, and docking facilities.
- C. The applicable requirements in the National Fire Protection Association NFPA 307 General Principles for the Construction and Fire Protection of Marine Terminals, Piers, and Wharves. This includes special use piers and wharf structures which differ in design and construction from cargo handling piers require special considerations based on the type and function of the structure.
- D. Electrical and fire and life safety systems on the premises shall be maintained and tested annually in accordance with requirements of the applicable local or NFPA codes (101, 303, and 307), whichever governs.

5.3 SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION (AUG 2008)

- A. The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for Government controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002. A major goal of GSA and the Federal Government is the safety

and security of people and facilities under the charge and control of the Government. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes. NOAA Associates and NOAA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.

- B. For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Form.
- C. During the lease build out and the remaining term of the lease, the Lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to the NOAA Contracting Officer. Requests for SBU information from NOAA client agencies shall be referred to the NOAA Contracting Officer.
- D. When the Lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.
- E. Failure by the Lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.

5.4 UNIT COSTS FOR ADJUSTMENTS (AUG 2008)

The Offeror is required to provide unit prices when requested by the Government. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

5.5 TENANT IMPROVEMENTS PRICING REQUIREMENTS (AUG 2008)

- A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
 - 1. The Lessor shall submit to the Government a proposal including overhead, profit, and architectural-engineering fees as agreed upon in the Lease, as well as permits and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
 - 2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 - 3. No building shell items shall be included in the pricing for the Tenant Improvements.
 - 4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvement Cost Summary table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 - 5. A minimum of two qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of two qualified subcontractors from each trade of the attached 21 Division Tenant Improvement Cost Summary table shall be invited to participate in the competitive proposal process.
 - 6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
 - 7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
 - 8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the "Construction Schedule of Tenant Improvements" paragraph in this section.
 - 9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in this section.

5.6 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for Tenant Improvement \$100,000 or less may be placed by the Contracting Officer. Tenant Agency officials may place orders for Tenant Improvements \$100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

5.7 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

5.8 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.
- B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.
- D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

5.9 LIQUIDATED DAMAGES (AUG 2008)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of **\$1,300.00** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay.

5.10 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement

Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

5.11 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

- A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.
- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.12 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. FLUSH-OUT PROCEDURE:
 - 1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
 - 2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
 - 3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

5.13 CONSTRUCTION SCHEDULE (MAR 2007)

- A. Within five business days of award of this lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of design and construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than five business days following the "kick-off" meeting. The "kick-off" meeting shall occur at a mutually agreed upon location within 10 business days of award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.
- C. DESIGN INTENT DRAWINGS:
 - 1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor as agreed upon by the Government per the final schedule.
 - 2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings as agreed upon by the Government per the final schedule.. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have the number of working days agreed upon by the Government per the final schedule to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.